

AMENDMENTS TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
BRIARWOOD III

93 405338

MOD RSTR

I (We), the undersigned owner(s) of the Lot(s) in
Briarwood III, a subdivision, Maricopa County, Arizona, according
to the plat of record in the office of the Maricopa County
Recorder's Office of Maricopa County, Arizona, in Book 187 of
Maps, at Page 20 thereof, pursuant to the Declaration of
Covenants, Conditions, and Restrictions of said subdivision, as
amended and recorded on the 24th day of December, 1976 in Docket
12003 beginning at Page 47 of the records of the Maricopa County
Recorder's Office, Maricopa County, Arizona, hereby amend said
Declaration by adding or changing sections as follows:

1. Article III, Section 1 is amended to read:

"Section 1 - Voting Membership. The
Association shall have one class of voting
membership who shall be all those owners as
defined in Section 6 of Article 1. Each
owner shall be entitled to one vote for each
lot owned by such member."

2. Article IV, Section 1 is amended to read:

"Section 1. Management. Beginning with
the 1984 annual meeting, the control and
management of the affairs of the Association
shall be vested in a Board of Directors of
five (5) directors elected by members of the
Association."

3. Article IV, Section 2 is amended to read:

Delete the second sentence and replace
with:

RECORDED IN OFFICIAL RECORDS
OF MARICOPA COUNTY, ARIZONA

OCT 6 - '83 - 845

BILL HENRY, COUNTY RECORDER

FEE 50.00 PGS 50

Thereafter, each director will be
elected at the annual meeting of the
members of the Association, who are
entitled to vote. Three directors who
received the highest vote totals will
serve two year terms. The other two

All other PGs
Sig. Rec.

directors will serve one year terms. In the event that the person elected as a Vice President by the Board of Directors is a two-year term director, the second year of his term would be served as the incoming President. If the then President's term expires as a Director at the end of his Presidency, he would serve as an ex-officio member of the Board the following year."

4. Article VI, Section 9 is amended to read:

Add the following sentence to the end of the section:

"Notwithstanding any provision to the contrary, the Board of Directors shall have the sole authority to charge up to \$100 per lot for costs and expenses concerning an item of a special assessment in any one calendar year. Any additional special assessments or a special assessment in excess of \$100 per lot shall be subject to the provisions of Section 9 above of this Article."

5. Article X, OWNERS' MAINTENANCE is amended to read:

"Section 1 - Owner's Obligation. Each owner shall be responsible for the upkeep and maintenance of his residence, patio and all other areas, features or parts of his residence and property not otherwise maintained by the Association. All fixtures and equipment installed within a residence, commencing at a point where the utility lines, sewer and water pipes, wires, conduits or systems enter the exterior walls of a residence, shall be maintained in a state of repair by the owner. Termite and pest control shall be the owner's responsibility. An owner shall do no act or work which will impair the structural integrity of the dwelling or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the residence of another owner. Each owner shall be responsible for the upkeep and maintenance of his residence, patio and all other areas, features or parts of his residence and property not otherwise maintained by the Association. Patios, backyards, and landscaping shall be

maintained in accordance with Article XIII, Section 6 as amended.

Section 2 - Damage to Residences. In the event such owner refuses or fails to so comply with his obligations of Section 1 within thirty (30) days of written notice by the Board to comply, the Association by and through its Board of Directors, is hereby irrevocably authorized by such owner to repair and rebuild any areas of the owner's property in a good workmanlike manner in conformance with the original plans and specifications of the residences and standards of the Association. The owner shall then repay the Association in the amount actually expended for such repairs.

Section 3 - Lien; Enforcement. Each residence owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon such owner's lot and residence and shall continue to be such lien until fully paid, with such charges to bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The amount of principal and interest owed by such owner to the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona. Each such owner, by his acceptance of a deed to a lot and residence, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available, and such owner hereby expressly grants to the Association a power of sale in connection with such lien."

6. Article XI, Section 3 is amended to read:

"Section 3, Lien; Enforcement. Each residence owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall be delinquent and shall become a lien upon such owner's lot and residence and shall continue to be such lien until fully paid, with such charges to bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The amount of principal and interest owed by such owner to

the Association shall be a debt, and shall be collectible by any lawful procedure allowed by the laws of the State of Arizona. Each such owner, by his acceptance of a deed to a lot and residence, hereby expressly vests in the Association or its agents the right and power to bring all actions against such owner for the collection of such charges and to enforce the aforesaid lien by all methods available, and such owner hereby expressly grants to the Association a power of sale in connection with such lien."

7. Article XIII, Section 6 is amended to read:

"Section 6, Landscaping, Maintenance of Lawns and Plantings. Each Owner shall, within ninety (90) days after the date he/she takes possession of a new and unlandscaped residence, substantially complete and maintain all landscaping of the premises. Each Owner shall, at all times, keep all shrubs, trees, grass, and plantings of every kind on his Lot, free of trash, weeds and other unsightly materials so as not to create any detriment or danger to the health, safety, and welfare of the members of the Association and their properties."

8. Article XIII, Section 12 is added to read:

"Burglar System. In the event that an owner installs a burglar alarm system, the system must be of a type that connects to a central alarm system of a company that is licensed and bonded for detection, maintenance, and supervision."

9. Article XVIII, Section 8 is amended to read:

"Section 8, Term; Amendment. These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of twenty (20) years on the date hereof. Thereafter, they shall be deemed to have been renewed for successive terms of ten (10) years, unless revoked or amended by an instrument in writing, executed and acknowledged (notarized) by the then owners or not less than three-fourths (3/4) of the residences, which instrument shall be recorded in the office of the Recorder for the County of Maricopa, State of Arizona, within ninety (90) days prior to the expiration of the initial effective period hereof or any ten (10) year extension."

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Following the expiration of the period of twenty (20) years from the date hereof, these covenants, conditions and restrictions may be amended at any time by an instrument signed and acknowledged (notarized) by the then owners of not less than fifty-one percent (51%) of the residences. These covenants, conditions and restrictions may be amended during the first twenty (20) year period by an instrument signed by the then owners of not less than sixty percent (60%) of the residences. Notwithstanding the foregoing, no revocation, amendment, or election not to renew affecting the provisions of any Section hereof enforceable by Lincscott, the Hilton Casitas Council of Co-owners, and/or the Hilton Casitas Owners, shall be effective unless consented to in writing by Lincscott and the Hilton Casitas Council of Co-Owners."

10. Article XVIII, Section 9 is amended to read:

"Section 9 - Rules and Regulations. The Board of Directors shall have authority to establish reasonable rules and regulations and such rules and regulations, along with provisions of the Declaration may be enforced by a system of monetary penalty assessments against owner(s) of a lot for the violation thereof. The owner(s) shall be liable for any violations committed by a tenant or occupant of the unit of the owner(s). These penalties shall be established based on the nature of the offense, the attitude of the offending owner(s) and the number of violations, and they may range from \$5.00 to \$100.00. The owner(s) in question shall be given an opportunity to be heard by the Board or its enforcement committee prior to assessing any penalty and written notice of said hearing shall be given at least two weeks in advance of the hearing by delivering a copy of said notice to the townhouse of the owner(s) or if the owner(s) does not live in the development, then by mailing said notice to the last known address of the owner(s).

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Any penalties assessed against the owner(s)
may be enforced in the manner provided for as
to maintenance and special assessments."

Dated this 1 day of August, 1983.

Robert H. Huntington
Property Owner

152
Lot No.

STATE OF ARIZONA)
 : ss.
County of Maricopa)

On this the 1st day of August, 1983, before me, the
undersigned Notary Public, personally appeared
Robert H. Huntington, Property Owner, who is known to me, and
that he acknowledged that he executed the within instrument
as his free and voluntary act and deed for the uses and
purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Lois Mangwardt
Notary Public

My Commission Expires:

Oct. 21, 1984